

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: Maureen E. Calder a/k/a : Chapter 13
Maureen E. Herron :
Debtor : No. 16-1327-amc

STIPULATED ORDER SETTLING MOTION FOR RELIEF

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. Commencing December 1, 2016, the Debtor shall resume making post petition condominium association payments to Darlington Woods Condominium Association ("Movant" or "Darlington Woods") (presently in the amount of \$298.00 a month, but subject to change in the future) due on the first of each month;
2. In addition, the Debtor acknowledges that as of November 28, 2016 she owes Darlington Woods \$804.00 representing the November, 2016 assessment of \$298.00 and \$20.00 late fees, counsel fees of \$310.00 and bankruptcy court costs of \$176.00. Beginning December 1, 2016, the Debtor shall pay to Darlington Woods and additional \$202.00 a month (in addition to her regular monthly payment) until her post petition balance is paid off in full. Payments shall be sent directly to Darlington Woods, 400 Ashley Court, Glen Mills, PA 19342.
3. In the event the Debtor fails to timely make the payments under Sections 1 or 2 above or if the case is converted to Chapter 7, Darlington Woods shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within TEN (10) days of the date of said notice. If Debtor should fail to cure the default within TEN (10) days, Darlington Woods may file a Certification of Default with the Court and the Court shall enter an Order granting it relief from the automatic stay to proceed to collect the post petition assessments

due and owing and to enforce its statutory lien on the debtor's premises, including, but not limited to its right to take possession of the premises. The Debtor is only entitled to receive a total of three (3) default notices during the remainder of the debtor's bankruptcy. Should the debtor be in default a third time, Darlington Woods may immediately file the Certification of Default without mailing a default notice, and the Court shall enter said Order.

4. The provisions of this stipulation do not constitute a waiver by Darlington Woods of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the Condominium Association Declaration of Covenants & Easements and By-Laws, and applicable law.

5. The parties agree that a facsimile signature shall be considered an original signature and counsel warrant that they are authorized to sign this Stipulation on behalf of their clients.

Date: November 29, 2016

s/Scott F. Waterman
SCOTT F. WATERMAN, ESQUIRE
Attorney for Movant -

Date: November 30, 2016

✓
ANTHONY A. FRIGO, ESQUIRE
Attorney for Debtor

Approved by the Court this 5th day of December, 2016.

BY THE COURT:

Amber
ASHELY M. CHAN,
Bankruptcy Judge